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AUG 13 1992

MAIL BRANCH

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

ORIGINAL
FILE

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AUG 13 1992

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

| | | |
|---------------------------------|---|---------------------------|
| In re Applications of |) | MM Docket No. 92-114 |
| |) | |
| Robert B. Taylor |) | |
| Jupiter, Florida |) | FCC File No. BRH-880926UJ |
| |) | |
| For Renewal of Station WTRU(FM) |) | |
| |) | |
| Jupiter Broadcasting, Corp. |) | FCC File No. BPH-890103MD |
| Jupiter, Florida |) | |
| |) | |
| For a Construction Permit |) | |

To: Honorable Walter C. Miller
Administrative Law Judge

THIRD PETITION TO ENLARGE ISSUES AGAINST
ROBERT B. TAYLOR

1. Jupiter Broadcasting, Corp. ("JBC") requests that the following issue be specified against Robert B. Taylor:

To determine with respect to Robert B. Taylor whether the applicant has complied with the filing requirements of Rule 73.3613 and, if not, the effect on his basic qualifications.

2. In support of this request, JBC submits that Mr. Taylor has, essentially, rented his station at various times to broadcasting operations owned by Dr. Ramon Hernandez and Mr. Jaime Garza. Mr. Taylor's "Air Time Lease" and his "Management Contract" with Dr. Hernandez are attached hereto as Exhibit Nos. 1 and 2 respectively. His "Management Contract" with Jaime Garza is attached hereto as Exhibit No. 3.

No. of Copies rec'd
List A B C D E

3. In July, 1992, JBC employed Mr. Kevin Moran of International Transcription Services to obtain a certified copy of the WTRU(FM) ownership file, including any contracts filed with the FCC under Rule 73.3613. Mr. Moran did not find copies of Mr. Taylor's agreements with Dr. Hernandez and Mr. Garza. See Declaration of Kevin Moran attached hereto as Exhibit No. 4.

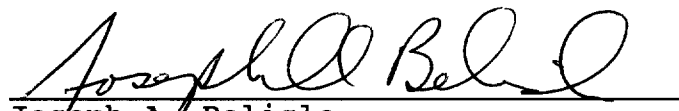
4. Rule 73.3613 required Mr. Taylor to file his agreements with Dr. Hernandez and Mr. Garza with the FCC. Specifically, the rule requires the filing of "Management consultant agreements with independent contractors; contracts relating to the utilization in a management capacity of any person other than an officer, director, or regular employee of the licensee or permittee; station management contracts with any persons, whether or not officers, directors, or regular employees, which provide for both a percentage of profits and a sharing of losses; or any similar agreements."

5. Mr. Taylor had a logical motive to conceal his agreements with Dr. Hernandez and Mr. Garza. These arrangements affect the credibility of his claimed integration into management at Station WTRU. They are evidence of an abdication of control over the day-to-day operations of WTRU. Mr. Garza's agreement, for example, makes Mr. Garza responsible for hiring, training, managing and paying the personnel necessary to operate WTRU. Mr. Garza assumes risk of loss to station equipment, furniture and fixtures caused by persons admitted to the WTRU building while under Mr. Garza's management. Mr. Garza (not Mr. Taylor) is responsible for contracts entered into, for federal and state

payroll taxes and for workers compensation insurance. Mr. Garza collects all station revenues and turns them over to Mr. Taylor who then pays Mr. Garza 50 percent of gross revenues collected.

6. Mr. Taylor's failure to comply with the filing requirements of Rule 73.3613, coupled with his logical motive to conceal the management agreements at WTRU, justify addition of an appropriate Rule 73.3613 issue. JBC asks that an order issue enlarging issues in this proceeding to include an inquiry into Mr. Taylor's compliance with Rule 73.3613.

Respectfully submitted,

A handwritten signature in cursive script, reading "Joseph A. Belisle", written over a horizontal line.

Joseph A. Belisle
Counsel for
Jupiter Broadcasting, Corp.

August 12, 1992

Leibowitz & Spencer
1 S.E. Third Avenue
Suite 1450
Miami, Florida 33131

(305) 530-1322

AIR TIME LEASE

This agreement is made between Robert B. Taylor, dba WTRU Radio Station, 99.5 FM, Jupiter, Florida (hereafter called LESSOR), and Dr. Ramon Hernandez (hereafter called LESSEE).

Lessor agrees to lease air time on WTRU to Lessee on the following terms and conditions:

- 1) Lessee agrees to follow FCC rules and regulations.
- 2) Lessee agrees to maintain station program logs and transmitter logs as required by the FCC.
- 3) Lessee accepts full responsibility for payment of a) wages and/or talent fees to air talent personnel engaged by Lessee, and b) wages and/or commissions paid to sales personnel engaged by Lessee.
- 4) Lessee agrees that Lessor's equipment, furniture and fixtures must not be damaged or removed from the premises by Lessee or Lessee's personnel. Lessee agrees to pay for any damages to Lessor's equipment, furniture and fixtures; or the replacement cost of missing items if damages or losses are determined to have been caused by Lessee or Lessee's personnel.
- 5) Lessee agrees that long distance telephone calls and/or long distance facimile (FAX) calls billed to Lessor's telephone will be paid by Lessee. Lessee agrees that personal long distance phone calls will not be made from WTRU telephones by Lessee or Lessee's personnel.
- 6) Lessee agrees to broadcast at least three (3) public service announcements (PSA's) per day relating to community events and/or activities in the station's service area.
- 7) Lessee agrees to broadcast interviews from time to time with community leaders and other public figures, and to make available air time of up to thirty (30) minutes in length as often as once a week at mutually agreed to times to Lessor for broadcast of interviews with community leaders or other public affairs or public service type broadcasts.
- 8) Lessor retains responsibility for fulfilling all FCC rules and regulations, including periodic written FCC reports and FCC license renewals. The operation and programming of WTRU will remain under the control of the Lessor at all times.

Page 2, Air Time Lease

9) Lessor agrees to maintain broadcast studios and transmitting equipment in Jupiter, Florida, for the use of Lessee.

10) Lessor agrees to pay for the following costs of the operation of WTRU: real property taxes and personal property taxes to the county of Palm Beach, Florida; monthly music license fees to ASCAP and BMI; basic telephone service; electricity; insurance coverages as deemed necessary by Lessor; and monthly payments to cover mortgages on the station property and equipment.

11) The parties agree that either party may cancel this agreement by giving thirty (30) days written notice to the other party. Cancellation reasons include if the revenues are not sufficient to meet operating costs, or for reasons related to the station's FCC license, or in the event the station is sold.

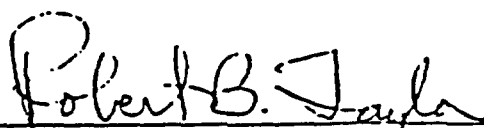
12) The parties agree that the lease payment by Lessee for the air time provided by Lessor will be fifty percent (50%) of the gross revenues produced by the use of the air time by Lessee. Gross revenue is defined as the revenue received after allowing recognized advertising agencies to deduct a standard agency commission, usually fifteen percent (15%).

13) In the event that Lessee accepts barter (trade) merchandise or services as payment for use of air time on WTRU, Lessee agrees to pay Lessor an amount equal to fifty percent (50%) of the fair market value of the barter merchandise or services, or Lessor may elect to accept fifty percent (50%) of the trade merchandise or services.

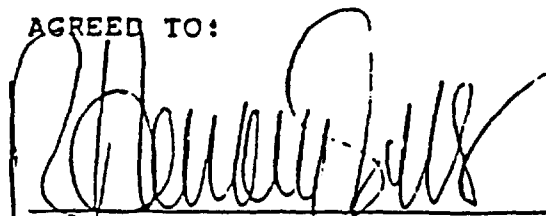
14) The parties agree that all revenues produced by the use of the air time by Lessee will be deposited in the WTRU business checking account. At regular intervals, usually once a week, fifty percent (50%) of the gross revenues collected will be delivered to Lessee, and the other fifty percent (50%) will be retained by Lessor to be applied as the regular lease payment of Lessee for the air time.

Dated: JANUARY 3, 1991

AGREED TO:


Robert B. Taylor dba WTRU

AGREED TO:


Dr. Ramon Hernandez

01-03-90 RH

MANAGEMENT CONTRACT

This agreement is made between Robert B. Taylor, dba WTRU Radio Station, 99.5FM, Jupiter, Florida, and Dr. Ramon Hernandez.

Dr. Hernandez agrees to provide management services in the operation of WTRU on the following terms and conditions:

1) In the management of WTRU, Dr. Hernandez agrees to follow the rules and regulations of the Federal Communications Commission (FCC).

2) Dr. Hernandez agrees to maintain station program logs and transmitter logs as required by the FCC for WTRU.

3) Dr. Hernandez agrees to hire, train and manage personnel as he deems necessary to operate WTRU, and accepts full responsibility for payment of a) wages and/or talent fees to air talent personnel engaged by Dr. Hernandez, and b) wages and/or commissions paid to sales personnel engaged by Dr. Hernandez.

4) WTRU Radio Station equipment, furniture and fixtures must not be damaged or removed from the premises while under the management of Dr. Hernandez. Dr. Hernandez agrees to pay for any damages to WTRU equipment, furniture or fixtures, or the replacement cost of missing items if damages or losses are determined to have been caused by persons admitted to the WTRU building while under the management of Dr. Hernandez.

5) Long distance telephone calls and/or long distance facimile (FAX) calls billed to WTRU telephone numbers will be paid by Dr. Hernandez. Basic telephone lines and telephone service from Southern Bell will be paid for by Mr. Taylor. Dr. Hernandez agrees that personal long distance phone calls will not be made on WTRU telephone lines by Dr. Hernandez or any persons who may be admitted to the WTRU building while under the management of Dr. Hernandez.

6) Dr. Hernandez agrees to broadcast at least three (3) public service announcements (PSA's) per day on WTRU relating to community events and/or social services available to listeners.

7) Dr. Hernandez agrees to broadcast interviews from time to time with community leaders and other public figures, and to make available air time of up to thirty (30) minutes in length as often as once a week at mutually agreed times at the request of Mr. Taylor for the purpose of broadcasting on WTRU interviews with community leaders or other public affairs type programs.

8) Mr. Taylor retains responsibility for fulfilling all FCC rules and regulations, including periodic written FCC reports and FCC license renewals. The operation and programming of WTRU will remain under the control of the FCC licensee, Mr. Taylor, at all times.

9) Mr. Taylor agrees to pay for the following costs of operation of WTRU: real property taxes and personal property taxes to the county of Palm Beach, Florida; monthly music license fees to ASCAP and BMI; basic telephone service; electricity; periodic trash removal; insurance coverages as deemed necessary by Mr. Taylor; and monthly payments to cover mortgages, and/or any outstanding loans or liens on the station property and equipment.

9a) Dr. Hernandez agrees to take full responsibility for any contracts entered into and signed by him; and agrees to accept full liability for federal and Florida payroll taxes resulting from payrolls he makes to his employees; and agrees to pay vendors for merchandise or services ordered by Dr. Hernandez.

10) Fifty percent (50%) of the gross revenues produced by the sale or lease of air time on WTRU will be retained by Mr. Taylor; the other fifty percent (50%) will be paid to Dr. Hernandez. All revenues produced in either cash or check form must be deposited in the WTRU checking account at Republic Bank in Jupiter, Florida. All checks must be made payable to WTRU. A photocopy or carbon copy of each air time contract must be provided by Dr. Hernandez to Mr. Taylor or his agent. A contract must be written and submitted for every client who buys, leases or trades for air time on WTRU.

11) Usually once a week but not to exceed two times a week, Mr. Taylor or his agent will receive all incoming gross revenue payments from Dr. Hernandez, deposit them at Republic Bank, and simultaneously issue a WTRU check to Dr. Hernandez for fifty percent (50%) of the gross amount.


12) In the event that Dr. Hernandez accepts barter (trade) merchandise or services as payment for use of air time on WTRU, Dr. Hernandez agrees to pay Mr. Taylor an amount equal to fifty percent (50%) of the retail value or fair market value of the barter merchandise or services, or Mr. Taylor may elect to accept fifty percent (50%) of the trade merchandise or services.

13) If Dr. Hernandez chooses to act as producer or co-producer of any promotion or event in which he has a financial interest and has the potential if successful to produce revenues and/or profits for Dr. Hernandez, and radio commercials or promotional announcements for the event are broadcast on WTRU, these announcements will be valued at eleven dollars (\$11.00) each. Dr. Hernandez agrees to pay WTRU in advance fifty percent (50%) of the value of each commercial ordered, or five dollars and fifty cents (\$5.50) each.

14) When signed by the parties, this agreement will become effective on April 20, 1991.

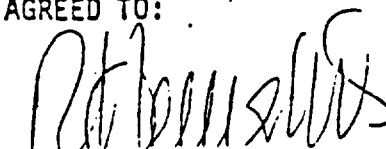
15) If this agreement is cancelled by either party, each party agrees to pay any monies owed to the other party at the time of cancellation. If the station fails to produce enough revenue or in the event the parties disagree on operating matters, either party may cancel this contract, but ~~both parties agree to cooperate with each other to quietly and smoothly terminate mutual business matters within a reasonable period of time.~~ ^{RT-EBT} However, in the event WTRU loses its FCC license, is sold, or moves its broadcast antenna to a different location, then thirty days notice is required.

AGREED TO:


Robert B. Taylor dba WTRU

Date signed: 4-17-91

AGREED TO:


Dr. Ramon Hernandez

Date signed: 4-17-91

MANAGEMENT CONTRACT

This agreement is made between Robert B. Taylor, dba WTRU Radio Station, 99.5 FM, Jupiter, Florida, and Jaime Garza, 18946 SE Mayo Drive, Tequesta, FL.
DBA AMIGOS LATINOS IN RADIO INC.

Mr. Garza agrees to provide management services in the operation of WTRU on the following terms and conditions:

- 1) In the management of WTRU, Mr. Garza agrees to follow the rules and regulations of the Federal Communications Commission (FCC).
- 2) Mr. Garza agrees to hire, train and manage personnel as he deems necessary to operate WTRU, and accepts full responsibility for payment of
a) wages and/or talent fees to air talent personnel engaged by Mr. Garza, and
b) wages and/or commissions paid to sales personnel engaged by Mr. Garza.
- 3) Mr. Garza agrees to maintain station program logs and transmitter logs as required by the FCC for WTRU.
- 4) WTRU radio station equipment, furniture and fixtures must not be damaged or removed from the premises while under the management of Mr. Garza. Mr. Garza agrees to pay for any damages to WTRU equipment, furniture or fixtures, or the replacement cost of missing items if damages or losses are determined to have been caused by persons admitted to the WTRU building while under the management of Mr. Garza.
- 5) Long distance telephone calls and/or long distance facimile (FAX) calls billed to WTRU telephone numbers will be paid by Mr. Garza. Basic telephone lines and telephone service from Southern Bell and AT & T will be paid for by Mr. Taylor. Mr. Garza agrees that personal long distance calls will not be made on WTRU telephone lines by Mr. Garza or any persons who may be admitted to the WTRU building while under the management of Mr. Garza.
- 6) Mr. Garza agrees to broadcast at least three (3) public service announcements (PSA's) per day on WTRU relating to community events and/or social services available to listeners.
- 7) Mr. Garza agrees to broadcast interviews from time to time with community leaders and other public figures, and to make available air time of up to thirty (30) minutes in length as often as once a week at mutually agreed times at the request of Mr. Taylor for the purpose of broadcasting interviews with community leaders or other public affairs type programs.
- 8) Mr. Taylor retains responsibility for fulfilling all FCC rules and regulations, including periodic written FCC reports and FCC license renewals. The operation and programming of WTRU will remain under the control of the FCC licensee, Mr. Taylor, at all times.
- 9) Mr. Taylor agrees to pay for the following costs of operation of WTRU: real property taxes and personal property taxes to the county of Palm Beach, Florida; monthly music license performance fees to ASCAP and BMI; basic telephone service; electricity; periodic trash removal; insurance coverages as deemed necessary by Mr. Taylor; and payments to cover mortgages and/or any outstanding loans or liens on the station property and equipment.

10) Mr. Garza agrees to take full responsibility for any contracts entered into and signed by him; agrees to accept full liability for federal and state of Florida payroll taxes resulting from payrolls he makes to his employees, and workers compensation insurance if needed for his employees; and agrees to pay vendors for any merchandise or services ordered or purchased by Mr. Garza and/or his employees.

11) Fifty percent (50%) of the gross revenues produced by the sale or lease of air time on WTRU including production services and talent fees will be retained by Mr. Taylor; the other fifty percent (50%) will be paid to Mr. Garza. All revenues produced in either cash or check form must be deposited in the WTRU checking account at Republic Bank in Jupiter, Florida. All checks must be made payable to WTRU. A photocopy or carbon copy of each air time contract must be provided by Mr. Garza to Mr. Taylor or his agent. A contract must be written and submitted for every client who buys, leases or trades for air time or talent or production services at WTRU.

12) Usually once a week but not to exceed two times a week, Mr. Taylor or his agent will receive all incoming gross revenues (cash and checks) from Mr. Garza, deposit them at Republic Bank, and issue a WTRU check to Mr. Garza for fifty percent (50%) of the gross amount collected.

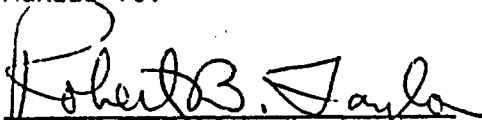
13) In the event that Mr. Garza accepts barter (trade) merchandise or services for use of air time on WTRU, Mr. Garza agrees to pay Mr. Taylor an amount equal to fifty percent (50%) of the retail value or fair market value of the barter merchandise or services, or Mr. Taylor may elect to accept fifty percent (50%) of the actual trade merchandise or services.

14) If Mr. Garza chooses to act as producer or co-producer of any promotion or event in which he has a financial interest, and the event has the potential to produce revenues and/or profits for Mr. Garza, and radio commercials or promotional announcements for the event are broadcast on WTRU, these announcements will be valued at fourteen dollars (\$14.00) each. Mr. Garza agrees to pay WTRU in advance for these commercials scheduled on WTRU.

15) If this agreement is cancelled by either party, each party agrees to pay any monies owed to the other party at the time of cancellation. Both parties agree to cooperate with each other to quietly and smoothly terminate mutual business matters within a reasonable period of time.

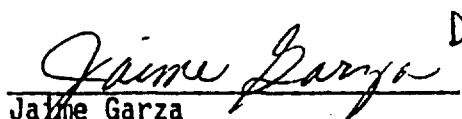
16) This contract is for no specific term and is terminable at will. The business arrangement described herein is not a partnership and is not a joint venture. Mr. Garza is an independent contractor, not an employee, and has no right to possession of the premises.

AGREED TO:


Robert B. Taylor dba WTRU

Date signed: JUNE 26, 1991

AGREED TO:


Jaime Garza DBA - AMIGOS
LATINOS IN
RADIO INC.
Date signed: 6-26-91

DECLARATION OF KEVIN MORAN

My name is Kevin Moran. I am an employee of International Transcription Services, a company that provides research into the contents of Federal Communications Commission records.

In July 1992, Joseph Belisle asked me to go to the Federal Communications Commission and obtain certain records of Station WTRU(FM), Jupiter, Florida. Specifically, he requested that I obtain a certified copy of the WTRU(FM) Ownership File, including any contracts filed with the Federal Communications Commission. Attached to this Declaration is a certified copy of that file. As you can see from its contents, it contained data on co-owned Station WXKE-FM, Fort Wayne, Indiana. This is because the Ownership Section has filed these two stations together. The file did not contain any contracts.

I declare under penalty of perjury that the matters set out above are true.



Kevin Moran

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AUG 13 1992

MAIL BRANCH

UNITED STATES OF AMERICA

FEDERAL COMMUNICATIONS COMMISSION

Washington, D. C.

I, Donna R. Searcy, hereby certify that the attached are true and correct copies of the following documents on file in this Commission and that I am official custodian of the same:

Material contained in the Mass Media Ownership File for
WXKE-FM Jupiter, Florida.

IN WITNESS WHEREOF, I have hereunto
set my hand, and caused the seal
of the Federal Communications
Commission to be affixed, this
28th day of July, 1992

Donna R. Searcy
Secretary



6. List all contracts and other instructions required to be filed by Section 3.3613 of the Commission's Rules and Regulations. (licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

| Description of contract or instrument | Name of person or organization with whom contract is made | Date of Execution | Date of Expiration |
|---------------------------------------|---|-------------------|--------------------|
| None | | | |

7. Capitalization (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee, shall respond.)

| Class of Stock (preferred, common or other) | Voting or Non-voting | Number of Shares | | | |
|---|----------------------|------------------|------------------------|----------|----------|
| | | Authorized | Issued and Outstanding | Treasury | Unissued |
| None | | | | | |

Remarks concerning family relationships, attribution exemptions and certifications: (See Instructions 4, 5 and 6)

8. List officers, directors, cognizable stockholders and partners. Use one column for each individual or entity. Attach additional pages, if necessary. See Instructions 4, 5, and 6.

Line (Read carefully - The numbered items below refer to line numbers in the following table.)

1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.
2. Citizenship.
3. Office or directorship held.
4. Number of shares or nature of partnership interest.
5. Number of votes.
6. Percentage of votes.
7. Other existing attributable interests in any other broadcast station, including nature and size of such interest.
8. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interests and the position held.

| | | | |
|---|---|-----|-----|
| 1 | (a) Robert B. Taylor 500 N. Delaware Blvd. Jupiter, FL 33458 | (b) | (c) |
| 2 | United States | | |
| 3 | Individual licensee | | |
| 4 | 100% owner | | |
| 5 | na | | |
| 6 | na | | |
| 7 | WKSJ (FM), Jupiter, Florida - 100% owner & Licensee. WXKE (FM), Fort Wayne, Indiana - 100% owner & Licensee. | | |
| 8 | None | | |

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and examiners, will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.

CERTIFICATE OF SERVICE

I, Maria Riveron, hereby certify that the attached Third Petition To Enlarge Issues Against Robert B. Taylor submitted on behalf of Jupiter Broadcasting, Corp. was sent this 12th day of August, 1992 to the following persons by U.S. mail, first class postage prepaid:

Honorable Walter C. Miller
Administrative Law Judge
2000 L Street, N.W.
Room 213
Washington, D.C. 20036

J. Richard Carr, Esquire
5528 Trent Street
Chevy Chase, Maryland 20815

Norman Goldstein, Esquire
Hearing Branch
2025 M Street, NW
Room 7212
Washington, DC 20554

Maria D. Riveron
Maria Riveron

FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

September 13, 1989

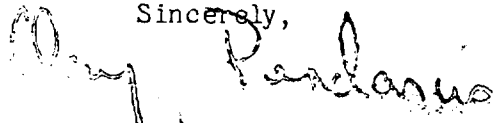
Mr. Robert B. Taylor
WZIP (AM)
500 N. Delaware Blvd.
P. O. Box 848
Jupiter, FL 33458

Re: Robert B. Taylor

Dear Licensee:

This is in reference to your request for a new or modified call sign assignment dated July 29, 1989. Review of the Commission's records indicated that the requested call sign is available for assignment. In view thereof, the call letters of AM broadcast station WZIP located in Jupiter, FL is hereby changed to WEXI effective September 6, 1989. This letter considered part of your station license or construction permit pending issuance of an authorization incorporating the new call sign.

Sincerely,



Clay Pendarvis
Chief, Television Branch
Video Services Division
Mass Media Bureau

cc:

FOB Office - Tampa, FL
Emergency Communications Div., Rm 840
Records Section (2) , Rm 363
Data Management Staff , Rm 356
Ownership , Rm 234
Enforcement Division , Rm 8210
EEO Branch , Rm 7218
AM Branch , Rm 344
Cable TV Branch , Rm 244
Call Sign Desk , Rm 709

WXKE (FM)
2541 Goshen Road
Fort Wayne, IN 46808

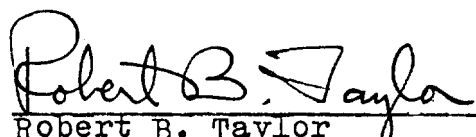
Chief, Ownership Section, Room 234
Federal Communications Commission
1919 M Street NW
Washington, D.C. 20554

Subject: Certification in lieu of Ownership Report (Form 323)

I hereby certify that the current and unamended ownership report for WXKE (FM), Fort Wayne, Indiana, on file with the commission has been reviewed and is accurate.

This certification is submitted as required by FCC Form 302 in reference to Construction Permit file number BPH-881104-ID, which was submitted to the commission on August 16, 1989.

Certified by:


Robert B. Taylor
Licensee, WXKE (FM)
August 16, 1989

3
May 5, 1989

Robert B. Taylor, Licensee
WTRU (FM)
500 N. Delaware Blvd.
P.O. Box 848
Jupiter, FL 33458

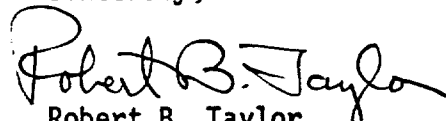
Chief, Ownership Section. Room 234
Federal Communications Commission
1919 M Street NW
Washington, D.C. 20554

Dear Sir:

As required by FCC Form 302 which has been filed today for WTRU (FM), Jupiter, Florida, the following statement is made:

This certifies that the current and unamended ownership report on file with the Commission for WTRU (FM), Jupiter, Florida (formerly WKSJ-FM), has been reviewed and is accurate.

Sincerely,


Robert B. Taylor
Licensee, WTRU (FM)

TELEGRAPHIC MESSAGE

| | | | | |
|---|--|-------------------------------------|---|---|
| NAME OF AGENCY FEDERAL COMMUNICATIONS COMMISSION | | PRECEDENCE ACTION: INFO: | SECURITY CLASSIFICATION MAIL BRANCH MAR 31 1989 SENT VIA TELETYPE | |
| ACCOUNTING CLASSIFICATION MAIL | | DATE PREPARED 3-24-89 | | |
| FOR INFORMATION CALL | | | | |
| NAME ES/VSD/MM | | PHONE NUMBER 202-634-1923 | | TYPE OF MESSAGE <input type="checkbox"/> SINGLE <input type="checkbox"/> BOOK <input checked="" type="checkbox"/> MULTIPLE-ADDRESS |
| THIS SPACE FOR USE OF COMMUNICATION UNIT | | | | |
| MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters) | | | | |
| <p>TO:</p> <p>ROBERT B. TAYLOR 0 N. DELAWARE BLVD. P.O. BOX 848 JUPITER, FLORIDA 33458</p> <p>PURSUANT APPLICATION DATED MARCH 10, 1989, CALL SIGN WTRU CHANGED TO WZIP REPEAT WZIP EFFECTIVE AS OF MARCH 30, 1989. THIS TELEGRAM CONSIDERED PART OF AM STATION LICENSE OR CONSTRUCTION PERMIT UNTIL AN AUTHORIZATION ISSUED INCORPORATING NEW CALL SIGN.</p> <p><i>Thelma A. Davis</i> CHIEF, CALL SIGN DESK VIDEO SERVICES DIVISON MASS MEDIA BUREAU</p> | | | | |
| <p>FOR INTERNAL FCC USE ONLY</p> <p>FOB OFFICE -</p> <p>EMERGENCY COMMUNICATIONS DIV. RM. 840</p> <p>RECORDS SEC., (2) ROOM 363</p> <p>DATA MANAGEMENT STAFF ROOM 351</p> <p>OWNERSHIP ROOM 234</p> <p>ENFORCEMENT DIV. ROOM 8210</p> <p>EEO BRANCH ROOM 7218</p> <p>AM ROOM 344</p> | | | | |
| | | SECURITY CLASSIFICATION | | |
| PAGE NO. | | NO. OF PGS. | | |

MAIL BRANCH

TELEGRAPHIC MESSAGE

| | | |
|--|-------------------------------------|--|
| NAME OF AGENCY FEDERAL COMMUNICATIONS COMMISSION | PRECEDENCE ACTION: INFO: | SECURITY CLASSIFICATION SECRET 1 1989 SENT VIA TELETYPE UNIT |
| ACCOUNTING CLASSIFICATION MAIL | DATE PREPARED 3-24-89 | FILE |
| FOR INFORMATION CALL | | |
| NAME ES/VSD/MM | PHONE NUMBER 202-634-1923 | TYPE OF MESSAGE <input type="checkbox"/> SINGLE <input type="checkbox"/> BOOK <input type="checkbox"/> MULTIPLE-ADDRESS |

THIS SPACE FOR USE OF COMMUNICATION UNIT

WKSJ(FM)

WTRU-FM

MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)

TO:

ROBERT B. TAYLOR
500 N. DELAWARE BLVD.
O. BOX 848
JUPITER, FLORIDA 33458

PURSUANT APPLICATION DATED MARCH 10, 1989, CALL SIGN WKSJ
CHANGED TO WTRU REPEAT WTRU EFFECTIVE AS OF MARCH 30, 1989.
THIS TELEGRAM CONSIDERED PART OF FM STATION LICENSE OR CONSTRUCTION
PERMIT UNTIL AN AUTHORIZATION ISSUED INCORPORATING NEW CALL SIGN.

Helma A. Davis
CHIEF, CALL SIGN DESK
VIDEO SERVICES DIVISION
MASS MEDIA BUREAU

FOR INTERNAL FCC USE ONLY
FOB OFFICE -
EMERGENCY COMMUNICATIONS DIV. RM. 840
RECORDS SEC., (2) ROOM 363
DATA MANAGEMENT STAFF ROOM 351
OWNERSHIP ROOM 234
ENFORCEMENT DIV. ROOM 8210
EEO BRANCH ROOM 7218
FM ROOM 344

SECURITY CLASSIFICATION

PAGE NO.

NO. OF PGS.

United States of America
Federal Communications Commission
Washington, D. C. 20554

Ownership Report

NOTE: Before filling out this form, read attached instructions

Section 310(d) of the Communications Act of 1934 requires that consent of the Commission must be obtained prior to the assignment or transfer of control of a station license or construction permit. This form may not be used to report or request an assignment of license/permit or transfer of control (except to report an assignment of license/permit or transfer of control made pursuant to prior Commission consent).

1. All of the information furnished in this Report is accurate as of

March 21, 19 89

(Date must comply with Section 73.3615(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

This report is filed pursuant to Instruction (check one)

1(a) ☒ Annual 1(b) ☐ Transfer of Control or Assignment of License 1(c) ☐ Other
(license renewal)

for the following stations:

| Call Letters | Location | Class of service |
|--------------|----------------|------------------|
| WXKE | Fort Wayne, IN | FM |

2. Give the name of any corporation or other entity for whom a separate Report is filed due to its interest in the subject licensee (See Instruction 3):

None

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules.

WTRU (AM), Jupiter, FL - 100% owner
WKSJ (FM), Jupiter, FL - 100% owner

CERTIFICATION

I certify that I am Licensee and owner
(Official title, see Instruction 1)

of WXKE (FM)
(Exact legal title or name of respondent)

that I have examined this Report, that to the best of my knowledge and belief, all statements in the Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Item 1 and in no event prior to Item 1 date):

Robert B. Taylor March 21, 19 89
(Signature) (Date)

Telephone No. of respondent (include area code):

(219) 484-0580

Any person who willfully makes false statements on this report can be punished by fine or imprisonment. U.S. Code, Title 18, Section 1001.

Name and Post Office Address of respondent:

Robert B. Taylor
WXKE
2541 Goshen Road
Fort Wayne, IN 46808

4. Name of entity, if other than licensee or permittee, for which report is filed (see Instruction 3):

None

5. Respondent is:

- ☒ Sole Proprietorship
☐ For-profit corporation
☐ Not-for-profit corporation
☐ General Partnership
☐ Limited Partnership
☐ Other: _____

If a limited partnership, is certification statement included as in Instruction 4?

☐ Yes ☐ No

6. List all contracts and other instructions required to be filed by Section 1613 of the Commission's Rules and Regulations. (Licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

| Description of contract or instrument | Name of person or organization with whom contract is made | Date of Execution | Date of Expiration |
|---------------------------------------|---|-------------------|--------------------|
| N/A | | | |

7. Capitalization (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee, shall respond.)

| Class of Stock (preferred, common or other) | Voting or Non-voting | Number of Shares | | | |
|---|----------------------|------------------|------------------------|----------|----------|
| | | Authorized | Issued and Outstanding | Treasury | Unissued |
| N/A | | | | | |

Remarks concerning family relationships, attribution exemptions and certifications: (See Instructions 4, 5 and 6)

8. List officers, directors, cognizable stockholders and partners. Use one column for each individual officer, director, stockholder, or partner. Attach additional pages, if necessary. See Instructions 4, 5, and 6.

Line (Read carefully - The numbered items below refer to line numbers in the following table.)

1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.
2. Citizenship.
3. Office or directorship held.
4. Number of shares or nature of partnership interest.
5. Number of votes.
6. Percentage of votes.
7. Other existing attributable interests in any other broadcast station, including nature and size of such interest.
8. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interests and the position held.

| | | | |
|---|--|-----|-----|
| 1 | (a) | (b) | (c) |
| | Robert B. Taylor 500 N. Delaware Jupiter, FL 33458 | | |
| 2 | United States | | |
| 3 | Sole proprietor/Owner | | |
| 4 | N/A | | |
| 5 | N/A | | |
| 6 | N/A | | |
| 7 | WTRU (AM), Jupiter, FL - 100% WKSJ (FM), Jupiter, FL - 100% | | |
| 8 | None | | |

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and examiners, will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.

**THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974,
5 U.S.C. 552(d)(3) AND THE PAPERWORK REDUCTION ACT P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.**

3
January 20, 1989

Robert B. Taylor, Licensee
WKSJ (FM)
500 N. Delaware Blvd.
Jupiter, FL 33458

Federal Communications Commission
Attn: Office 8700
1919 M Street NW
Washington, D.C. 20554

RECEIVED BY
FEB 14 1989
MAIL BRANCH

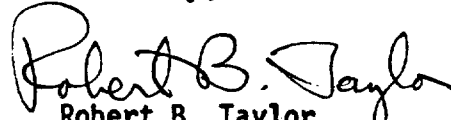
RE: WKSJ (FM), File Number BALH-881208GK

Gentlemen:

The transfer of the FCC license for WKSJ (FM), Jupiter, Florida, from U.S. Three Broadcasting Corporation, a Florida corporation, to Robert B. Taylor as sole proprietor and licensee as authorized by the Commission on December 27, 1988, was completed on January 20, 1989.

Enclosed is FCC Form 323 (Ownership Report) for WKSJ (FM).

Sincerely,


Robert B. Taylor
Licensee, WKSJ (FM)

RBT/ms

enc.

RECEIVED BY

Approved by OMB
3080-0010
Expires 04/30/89

FEB 14 1989

MAIL BRANCH

United States of America
Federal Communications Commission
Washington, D. C. 20554

Ownership Report

NOTE: Before filling out this form, read attached instructions

Section 310(d) of the Communications Act of 1934 requires that consent of the Commission must be obtained prior to the assignment or transfer of control of a station license or construction permit. This form may not be used to report or request an assignment of license/permit or transfer of control (except to report an assignment of license/permit or transfer of control made pursuant to prior Commission consent).

1. All of the information furnished in this Report is accurate as of

January 20, 19 89

e must comply with Section 73.3615(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

This report is filed pursuant to Instruction (check one)

1(a) ☐ Annual 1(b) ☒ Transfer of Control or Assignment of License 1(c) ☐ Other

for the following stations:

| Letters | Location | Class of service |
|-----------|------------------|------------------|
| WKSJ (FM) | Jupiter, Florida | FM |

2. Give the name of any corporation or other entity for whom a separate Report is filed due to its interest in the subject licensee (See Instruction 3):

None

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules.

None

CERTIFICATION

I certify that I am Licensee,

(Official title, see Instruction 1)

Robert B. Taylor

(Exact legal title or name of respondent)

that I have examined this Report, that to the best of my knowledge and belief, all statements in the Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Item 1 and in no event prior to Item 1 date):

Robert B. Taylor January 20, 19 89
(Signature) (Date)

Telephone No. of respondent (include area code):

(407) 744-6398

Any person who willfully makes false statements on this report can be punished by fine or imprisonment. U.S. Code, Title 18, Section 1001.

Name and Post Office Address of respondent:

Robert B. Taylor, Licensee
WKSJ (FM)
500 N. Delaware Blvd.
Jupiter, FL 33458

4. Name of entity, if other than licensee or permittee, for which report is filed (see Instruction 3):

None

5. Respondent is:

- ☒ Sole Proprietorship
☐ For-profit corporation
☐ Not-for-profit corporation
☐ General Partnership
☐ Limited Partnership
☐ Other: _____

If a limited partnership, is certification statement included as in Instruction 4?

☐ Yes ☐ No

Jm 2-21-89

6. List all contracts and other instructions required to be filed by Section 73.3613 of the Commission's Rules and Regulations. (licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permitter shall respond.)

| Description of contract or instrument | Name of person or organization with whom contract is made | Date of Execution | Date of Expiration |
|---------------------------------------|---|-------------------|--------------------|
| None | | | |

7. Capitalization (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee, shall respond.)

| Class of Stock (preferred, common or other) | Voting or Non-voting | Number of Shares | | | |
|---|----------------------|------------------|------------------------|----------|----------|
| | | Authorized | Issued and Outstanding | Treasury | Unissued |
| None | | | | | |

Remarks concerning family relationships, attribution exemptions and certifications: (See Instructions 4, 5 and 6)